

NOTICE

NO HAND CARRIED BIDS! NO MAILED BIDS!

Current security requirements established by the U.S. Capitol Police to screen mail being delivered to the U.S. Capitol Complex of buildings preclude the use of U.S. Postal Service by offerors to deliver their proposals submitted in response to this solicitation. In addition, because all packages must be screened for security purposes at a central location prior to their delivery, the Architect of the Capitol cannot accept packages containing offers handcarried directly to the Bid Room address within the Ford House Office Building, as specified elsewhere in this solicitation, or at any other location in the U.S. Capitol Complex of buildings.

Due to these unusual circumstances the Procurement Division for the Architect of the Capitol will only accept offers/proposals via UPS or FEDEX at the address noted below. All handcarried offers/proposals will be rejected. Any attempt to hand carry an offer/proposal to any location in the U.S. Capitol Complex of buildings will be refused. See Section L of the solicitation for submission of offers.(Service/Supply). Offerors are advised when sending proposals via FEDEX or UPS ***not*** to use same day delivery. FEDEX/UPS often subcontract out the delivery for same-day service. It is necessary for delivery personnel to arrive in a FEDEX/UPS truck and be in a uniform recognized as FEDEX/UPS at the delivery point. Offerors are encouraged to determine who will be making the delivery when making arrangements with FEDEX/UPS.

All UPS and FEDEX deliveries are to be made to the Ford House Office Building at the following address:

Architect of the Capitol
Procurement Division
Ford House Office Building
Attn: Mrs. Shola Matthews-Aroloye,
Contract Specialist
Room H2-263
Second and "D" Streets, S.W.
Washington, DC 20515

SOLICITATION, OFFER AND AWARD Architect of the Capitol - January 2004		REQUISITION NO. CG050067		PROJECT NO.	PAGE 1 OF 74 PAGES
1. CONTRACT NO.		2. SOLICITATION NO. RFP NO. 050075	3. TYPE OF SOLICITATION ____ SEALED BID (IFB) <u> X </u> NEGOTIATED (RFP)		4. DATE ISSUED October 14, 2005
5. ISSUED BY ARCHITECT OF THE CAPITOL United States Capitol Washington, D.C. 20515			6. ADDRESS OFFER TO (If other than Item 5) Architect of the Capitol Procurement Division Ford House Office Building Attn: Shola Matthews-Aroloye Room H2-263 Bid Room Second and "D" Streets, S.W. Washington DC 20515		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
SUBJECT: Trash and Refuse Collection and Disposal Services for the U.S. Capitol Complex, Washington, D.C.					

SOLICITATION

7. Sealed offers as described in Article L.10 for furnishing the supplies or services in the Schedule will be received at the place specified in Item 6 until 1:00 P.M., local time, November 14, 2005. CAUTION - Submission, Modification, Revision, and Withdrawal of Offers: See Section L. All offers are subject to all terms and conditions contained in this solicitation.	
8. FOR INFORMATION CALL: Shola Matthews-Aroloye TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 226-0641	

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OFFER (Must be fully completed by offeror)

NOTE: ITEM 10 does not apply if the solicitation includes the provision entitled Minimum Bid Acceptance Period.				
10. In compliance with the above, the undersigned agrees, if this offer is accepted within ____calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.				
11. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %
12. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.	DATE	AMENDMENT NO. DATE
13A. NAME AND ADDRESS OF OFFEROR		14. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)		
DUNS NO. _____ TAXPAYER IDENTIFICATION NO. _____				
13B. TELEPHONE & FACSIMILE NOS. (Include area codes)		13C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE -ENTER ____ SUCH ADDRESS IN SCHEDULE		15. SIGNATURE
				16. OFFER DATE

AWARD (To be completed by Government)

17. ACCEPTED AS TO ITEMS NUMBERED	18. AMOUNT	19. ACCOUNTING AND APPROPRIATION	
20. AUTHORITY FOR NEGOTIATION, IF APPLICABLE		21. SUBMIT INVOICE FOR PAYMENT TO: FAX 202-226-2580	
22. NAME OF CONTRACTING OFFICER (Type or print) CAROLE L. BOUCHER CONTRACTING OFFICER		23. UNITED STATES OF AMERICA (Signature of Contracting Officer)	24. AWARD DATE

SUPPLIES OR SERVICES AND PRICES/COSTS

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B.1 GENERAL PURPOSE

.1 The Contractor shall provide all supervision, labor, materials, supplies and equipment necessary to provide garbage and refuse collection and disposal services for the U.S. Capitol Complex as required by the Office of the Architect of the Capitol, Washington, D.C. (see the article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS" of Section C for container information; quantity, size, pickups and location).

.2 SCHEDULE OF ITEMS

BASE PERIOD FY - 2006
(01/01/06 - 12/31/2006)

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
001	Hart Senate Office Building Pickup schedule Tuesday through Saturday (excluding Federal holidays). One 35 cubic yard self contained compactor.	12	MO	\$ _____	\$ _____
001a	Additional pickup (Quantities are estimate only)	12	EA	\$ _____	\$ _____
002	Hart Senate Office Building Pickup schedule Monday through Saturday (excluding Federal holidays). One 30 cubic yard self container (roll-off box)	12	MO	\$ _____	\$ _____
002a	Additional pickup (Quantities are estimate only)	12	EA	\$ _____	\$ _____
003	Cannon House Office and Capitol Buildings' trash. Pickup schedule Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	EA	\$ _____	\$ _____
003a	Additional pickup (Quantities are estimates only)	12	MO	\$ _____	\$ _____

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
004	Rayburn House office Building. Pickup schedule Monday through Friday (excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper	12	MO	\$ _____	\$ _____
004a	Additional pickup (Quantifies are estimates only)	12	EA	\$ _____	\$ _____
005	Ford House Office Building. Pickup schedule Mon., Wed., Fri. (Excluding Federal holidays). One 11 cubic yard self contained compactor w/dog house rear access.	12	MO	\$ _____	\$ _____
005a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
006	D.C. Village Growing Facility/U.S. Botanic Garden. Pickup schedule Mondays (excluding Federal holidays). One 40 cubic yard container (top load).	12	EA	\$ _____	\$ _____
006a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
007	U.S. Supreme Court. Pickup schedule Monday through Friday (excluding Federal holidays). Government - furnished container.	12	MO	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
007a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
008	U.S. Capitol Power Plant. Pickup schedule Mon., Wed., and Fri. (Excluding Federal holidays). One 8 cubic yard container (Top load)	12	MO	\$ _____	\$ _____
008a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
009	Senate Employees Child Care Center/Webster Hall Page School Dormitory. Twice a day Monday through Friday (excluding Federal holidays). Eight individual 90-gallon trash toters.	12	MO	\$ _____	\$ _____
009a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
010	USBG Conservatory West Court yard. (Pickup every other day) One 6oz or 8 Cy Compactor as space allows	12	MO	\$ _____	\$ _____
010a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
TOTAL PRICE FOR BASE PERIOD- (Inclusive of Amount for Item Nos. 001 through 010)					\$ _____

OPTION YEAR I - FY 2007
(01/01/07 - 12/31/2007)

Item No.	Description	Quantity	Unit	Unit Price	Amount
011	Hart Senate Office Building Pickup schedule Tuesday through Saturday (excluding Federal holidays). One 35 cubic yard self contained compactor.	12	MO	\$_____	\$_____
011a	Additional pickup (Quantities are estimate only)	12	EA	\$_____	\$_____
012	Hart Senate Office Building Pickup schedule Monday through Saturday (excluding Federal holidays). One 30 cubic yard self container (roll-off box)	12	MO	\$_____	\$_____
012a	Additional pickup (Quantities are estimate only)	12	EA	\$_____	\$_____
013	Cannon House Office Building. Pickup schedule Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	EA	\$_____	\$_____
013a	Additional pickup (Quantities are estimates only)	12	MO	\$_____	\$_____

Item No.	Description	Quantity	Unit	Unit Price	Amount
014	Rayburn House office Building. Pickup schedule Monday through Friday (excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper	12	MO	\$ _____	\$ _____
014a	Additional pickup (Quantifies are estimates only)	12	EA	\$ _____	\$ _____
015	Ford House Office Building. Pickup schedule Mon., Wed., Fri. (Excluding Federal holidays). One 11 cubic yard self contained compactor w/dog house rear access.	12	MO	\$ _____	\$ _____
015a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
016	D.C. Village Growing Facility/U.S. Botanic Garden. Pickup schedule Mondays (excluding Federal holidays). One 40 cubic yard container (top load).	12	EA	\$ _____	\$ _____
016a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
017	U.S. Supreme Court. Pickup schedule Monday through Friday (excluding Federal holidays). Government - furnished container.	12	MO	\$ _____	\$ _____
017a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
018	U.S. Capitol Power Plant. Pickup schedule Mon., Wed., and Fri. (Excluding Federal holidays). One 8 cubic yard container (Top load)	12	MO	\$ _____	\$ _____
018a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
019	Senate Employees Child Care Center/Webster Hall Page School Dormitory. Twice a day Monday through Friday (excluding Federal holidays). Eight individual 90-gallon trash toters.	12	MO	\$ _____	\$ _____
019a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
020	USBG Conservatory West Court yard. (Pickup every other day) One 6oz or 8 Cy Compactor	12	MO	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
020a	Additional pickup (Quantities are estimates only)	12	MO	\$_____	\$_____
021	U.S. Capitol Visitor Center Pickup Schedule: Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	MO	\$_____	\$_____
021a	Additional pickup (Quantities are estimates only)	12	Ea	\$_____	\$_____

TOTAL PRICE FOR OPTION YEAR 1-
(Inclusive of Amount for Item Nos. 011 through 021) \$_____

NOTE: There is an additional pick up site for the he U. S. Capitol Visitor Center included in the schedule for Option Period Nos.: 1 through 4. Pickup for the Visitor Center will be effective upon exercise of each option from January 01, 2007 through December 30, 2010.

OPTION YEAR II - FY 2008
(01/01/08 - 12/31/2008)

Item No.	Description	Quantity	Unit	Unit Price	Amount
022	Hart Senate Office Building Pickup schedule Tuesday through Saturday (excluding Federal holidays). One 35 cubic yard self contained compactor.	12	MO	\$ _____	\$ _____
022a	Additional pickup (Quantities are estimate only)	12	EA	\$ _____	\$ _____
023	Hart Senate Office Building Pickup schedule Monday through Saturday (excluding Federal holidays). One 30 cubic yard self container (roll-off box)	12	MO	\$ _____	\$ _____
023a	Additional pickup (Quantities are estimate only)	12	EA	\$ _____	\$ _____
024	Cannon House Office Building. Pickup schedule Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	EA	\$ _____	\$ _____
024a	Additional pickup (Quantities are estimates only)	12	MO	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
025	Rayburn House office Building. Pickup schedule Monday through Friday (excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper	12	MO	\$ _____	\$ _____
025a	Additional pickup (Quantifies are estimates only)	12	EA	\$ _____	\$ _____
026	Ford House Office Building. Pickup schedule Mon., Wed., Fri. (Excluding Federal holidays). One 11 cubic yard self contained compactor w/dog house rear access.	12	MO	\$ _____	\$ _____
026a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
027	D.C. Village Growing Facility/U.S. Botanic Garden. Pickup schedule Mondays (excluding Federal holidays). One 40 cubic yard container (top load).	12	EA	\$ _____	\$ _____
027a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
028	U.S. Supreme Court. Pickup schedule Monday through Friday (excluding Federal holidays). Government - furnished container.	12	MO	\$ _____	\$ _____
028a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
029	U.S. Capitol Power Plant. Pickup schedule Mon., Wed., and Fri. (Excluding Federal holidays). One 8 cubic yard container (Top load)	12	MO	\$ _____	\$ _____
029a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
030	Senate Employees Child Care Center/Webster Hall Page School Dormitory. Twice a day Monday through Friday (excluding Federal holidays). Eight individual 90-gallon trash toters.	12	MO	\$ _____	\$ _____
030a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
031	USBG Conservatory West Court yard. (Pickup every other day) One 6oz or 8 Cy Compactor	12	MO	\$ _____	\$ _____

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
031a	Additional pickup (Quantities are estimates only)	12	MO	\$_____	\$_____
032	U.S. Capitol Visitor Center Pickup Schedule: Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	MO	\$_____	\$_____
032a	Additional pickup (Quantities are estimates only)	12	Ea	\$_____	\$_____
TOTAL PRICE FOR OPTION YEAR 2- (Inclusive of Amount for Item Nos. 022 through 032					\$_____

OPTION YEAR III - FY 2009
(01/01/09 - 12/31/2009)

Item No.	Description	Quantity	Unit	Unit Price	Amount
033	Hart Senate Office Building Pickup schedule Tuesday through Saturday (excluding Federal holidays). One 35 cubic yard self contained compactor.	12	MO	\$_____	\$_____
033a	Additional pickup (Quantities are estimate only)	12	EA	\$_____	\$_____
034	Hart Senate Office Building Pickup schedule Monday through Saturday (excluding Federal holidays). One 30 cubic yard self container (roll-off box)	12	MO	\$_____	\$_____
034a	Additional pickup (Quantities are estimate only)	12	EA	\$_____	\$_____
035	Cannon House Office Building. Pickup schedule Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	EA	\$_____	\$_____
035a	Additional pickup (Quantities are estimates only)	12	MO	\$_____	\$_____

Item No.	Description	Quantity	Unit	Unit Price	Amount
036	Rayburn House office Building. Pickup schedule Monday through Friday (excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper	12	MO	\$ _____	\$ _____
036	Additional pickup (Quantifies are estimates only)	12	EA	\$ _____	\$ _____
037	Ford House Office Building. Pickup schedule Mon., Wed., Fri. (Excluding Federal holidays). One 11 cubic yard self contained compactor w/dog house rear access.	12	MO	\$ _____	\$ _____
037a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
038	D.C. Village Growing Facility/U.S. Botanic Garden. Pickup schedule Mondays (excluding Federal holidays). One 40 cubic yard container (top load).	12	EA	\$ _____	\$ _____
038a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
039	U.S. Supreme Court. Pickup schedule Monday through Friday (excluding Federal holidays). Government - furnished container.	12	MO	\$ _____	\$ _____
039a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
040	U.S. Capitol Power Plant. Pickup schedule Mon., Wed., and Fri. (Excluding Federal holidays). One 8 cubic yard container (Top load)	12	MO	\$ _____	\$ _____
040a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
041	Senate Employees Child Care Center/Webster Hall Page School Dormitory. Twice a day Monday through Friday (excluding Federal holidays). Eight individual 90-gallon trash toters.	12	MO	\$ _____	\$ _____
041a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
042	USBG Conservatory West Court yard. (Pickup every other day) One 6oz or 8 Cy Compactor	12	MO	\$ _____	\$ _____
042a	Additional pickup (Quantities are estimates only)	12	MO	\$ _____	\$ _____
043	U.S. Capitol Visitor Center Pickup Schedule: Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	MO	\$ _____	\$ _____
043a	Additional pickup (Quantities are estimates only)	12	Ea	\$ _____	\$ _____
TOTAL PRICE FOR OPTION YEAR 3- (Inclusive of Amount for Item Nos. 033 through 043					\$ _____

OPTION YEAR IV - FY 2009
(01/01/10 - 12/31/2010)

Item No.	Description	Quantity	Unit	Unit Price	Amount
044	Hart Senate Office Building Pickup schedule Tuesday through Saturday (excluding Federal holidays). One 35 cubic yard self contained compactor.	12	MO	\$_____	\$_____
044a	Additional pickup (Quantities are estimate only)	12	EA	\$_____	\$_____
045	Hart Senate Office Building Pickup schedule Monday through Saturday (excluding Federal holidays). One 30 cubic yard self container (roll-off box)	12	MO	\$_____	\$_____
045a	Additional pickup (Quantities are estimate only)	12	EA	\$_____	\$_____
046	Cannon House Office Building. Pickup schedule Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	EA	\$_____	\$_____
046a	Additional pickup (Quantities are estimates only)	12	MO	\$_____	\$_____

Item No.	Description	Quantity	Unit	Unit Price	Amount
047	Rayburn House office Building. Pickup schedule Monday through Friday (excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper	12	MO	\$ _____	\$ _____
047a	Additional pickup (Quantifies are estimates only)	12	EA	\$ _____	\$ _____
048	Ford House Office Building. Pickup schedule Mon., Wed., Fri. (Excluding Federal holidays). One 11 cubic yard self contained compactor w/dog house rear access.	12	MO	\$ _____	\$ _____
048a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
049	D.C. Village Growing Facility/U.S. Botanic Garden. Pickup schedule Mondays (excluding Federal holidays). One 40 cubic yard container (top load).	12	EA	\$ _____	\$ _____
049a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
050	U.S. Supreme Court. Pickup schedule Monday through Friday (excluding Federal holidays). Government - furnished container.	12	MO	\$ _____	\$ _____
050a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
051	U.S. Capitol Power Plant. Pickup schedule Mon., Wed., and Fri. (Excluding Federal holidays). One 8 cubic yard container (Top load)	12	MO	\$ _____	\$ _____
051a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____
052	Senate Employees Child Care Center/Webster Hall Page School Dormitory. Twice a day Monday through Friday (excluding Federal holidays). Eight individual 90-gallon trash toters.	12	MO	\$ _____	\$ _____
052a	Additional pickup (Quantities are estimates only)	12	EA	\$ _____	\$ _____

Item No.	Description	Quantity	Unit	Unit Price	Amount
053	USBG Conservatory West Court yard. (Pickup every other day) One 6oz or 8 Cy Compactor	12	MO	\$ _____	\$ _____
053a	Additional pickup (Quantities are estimates only)	12	MO	\$ _____	\$ _____
054	U.S. Capitol Visitor Center Pickup Schedule: Monday through Friday (Excluding Federal holidays). One 30 cubic yard self contained compactor with 3-sided hopper.	12	MO	\$ _____	\$ _____
054a	Additional pickup (Quantities are estimates only)	12	Ea	\$ _____	\$ _____

TOTAL PRICE FOR OPTION YEAR IV
(Inclusive of Amounts for Item Nos. 044 through .054) \$ _____

TOTAL PRICE FOR BASE PERIOD PLUS ALL
 OPTION YEARS ----- \$ _____

B.3 ESTIMATED QUANTITIES

.1 The quantities for the additional pickups presented herein are estimates only and their inclusion herein does not bind the Government to the procurement of the exact quantities listed above.

B.4 UNIT PRICE

.1 The unit price shall include all costs associated with the garbage and refuse collection and disposal services at locations as indicated in the article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS" in Section C, to include all labor, material and equipment cost and any associated fees.

B.5 DISPOSAL

.1 Disposal Charge (Tip Fee) Current at Submission of Proposal \$_____ per ton.

.2 Name and Address of the Disposal Facility:

END OF SECTION B

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE AND DESCRIPTION OF WORK

.1 The Contractor shall furnish all supplies, equipment, labor and services necessary for the collection and disposal of garbage and refuse, including but not limited to, recyclable materials, building debris and bulk items for the U.S. Capitol Complex (see articles entitled "GOVERNMENT FURNISHED PROPERTY" and "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS" in this section). The Contractor shall use its best efforts to minimize waste going to the landfills.

.1 The Architect of the Capitol recycles high grade and mixed paper, cardboard, newspaper, cans, glass, bottles, and plastic under a separate contract; however, these items may be discovered in the waste stream of garbage and refuse collected under this contract.

.2 The Architect of the Capitol Grounds Division, Trash and Material Handling Branch is responsible for removing building debris and bulk items from the U.S. Capitol Building, Visitor Center, Senate and House Lifts, U.S. Supreme Court, Senate Employees Child Care Center/Webster Hall Page School Dormitory and those locations which contain a compactor; however, for those locations which contain an open top container building debris and bulk items may be included in the garbage and refuse collected under this contract.

.2 Security - at various times the Government may, for reason of security of the premises in the national interest, direct the Contractor to eliminate certain scheduled trash pickups on particular days due to visits of Heads of State, Inaugural proceedings, and like instances. Specific direction will be given the Contractor, at least five (5) calendar days in advance of such instance or instances, concerning changes/deletions in the scheduled pickup locations.

.3 The Contractor shall furnish the services of an experienced operator, for a minimum of one (1) hour for each of the locations specified in the Schedule as Items No. 1, 3, 4 and 7, to instruct Government personnel in the proper operation and use of electrically powered compactor equipment furnished and installed under the instant contract.

.1 The Contractor shall coordinate the scheduling of the above training with the Contracting Officer's Representative (COR) for each of the specified locations.

C.2 GOVERNMENT FURNISHED PROPERTY

.1 The Architect of the Capitol will provide the following trash containers at the locations indicated:

.1 The types of containers at the United States Capitol Building - East Front - House Lift, curbside are a heavy duty plastic box trucks. There are two different sizes of containers; one is approximately 36" wide x 51" long x 29" deep and the other is approximately 29" wide x 43" long x 23" deep.

.1 An estimated quantity of 12 (6 - 36" wide x 51" long x 29" deep and 6 - 29" wide x 43" long x 23" deep) trucks will require emptying at the first pickup, Monday through Friday and at the pickup on Saturday. (see the article entitled "CONTAINER/COMPACTOR REQUIREMENTS LOCATIONS" of this Section.)

.2 The type of container at the United States Supreme Court Building; basement level, North driveway entrance is a four-wheeled cart. The size of the container is approximately 42" wide x 54" long x 42" deep (20 bushel capacity). See article entitled "SPECIAL REQUIREMENTS - U.S. SUPREME COURT", for special requirements at this location.

.1 An estimated quantity of 10 - 20 of the above referenced sized cart will require emptying Monday through Saturday. (see the article entitled "CONTAINER/COMPACTOR REQUIREMENTS LOCATIONS" of this Section.)

C.3 CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS

.1 Container/Compactor requirements and locations remain the same for each of the option years.

<u>LOCATION</u>	<u>TYPE /CAPACITY</u>	<u>PICKUP SCHEDULE (EXCLUDING FEDERAL HOLIDAYS)</u>
<u>Item No. 1</u> - Loading platform in the basement of the Philip A. Hart Senate Office Building, entered from D Street, N.E., between First and Second Streets, N.E. Any mechanical changes or adaptations shall be made by the Contractor, to fit the present conditions.	35 cubic yard self contained compactor.	Monday through Saturday between 5:00 a.m. and 10:00 a.m.
<u>Item No. 2</u> - Loading platform in the basement level of the Philip A. Hart Senate Office Building, entered from D Street, N.E., between First and Second Streets, N.E.	30 cubic yard, roll-off type container.	Monday through Saturday between 5:00 a.m. and 10:00 a.m.

<u>LOCATION</u>	<u>TYPE /CAPACITY</u>	<u>PICKUP SCHEDULE (EXCLUDING FEDERAL HOLIDAYS)</u>
<u>Item No. 3</u> - Adjacent to loading dock in the Cannon House Office Building, entered from C Street, S.E., between New Jersey Avenue, S.E. and First Street, S.E.	30 cubic yard self contained compactor unit with diamond plate ramp, 3-sided read feed hopper, hand and toe rails and deadman button.	Tuesday through Saturday between 8:00 a.m. and 10:00 a.m.
<u>Item No. 4</u> - Adjacent to loading dock in the Rayburn House Office Building, entered from C Street, S.W., between South Capitol Street and First Street, S.W.	30 cubic yard self contained compactor unit with diamond plate ramp, 3-sided read feed hopper, hand and toe rails and deadman button.	Tuesday through Saturday between 8:00 a.m. and 10:00 a.m.

ITEM NOS. 5 & 6 SPECIFIC TIMES FOR PICKUPS ARE AS FOLLOWS: FIRST PICKUP BETWEEN 6:00 A.M. AND 7:00 A.M., SECOND PICKUP BETWEEN 1:00 P.M. AND 2:00 P.M., AND SATURDAY PICKUP BETWEEN 8:00 A.M. AND 9:00 A.M.

<u>LOCATION</u>	<u>TYPE /CAPACITY</u>	<u>PICKUP SCHEDULE (EXCLUDING FEDERAL HOLIDAYS)</u>
<u>Item No. 5</u> - Adjacent to loading dock in the Ford House Office Building, entered from Virginia Avenue, S.W., between Second and Third Streets, S.W.	11 cubic yard self contained compactor with dog house rear access unit, not to exceed 6'-10" in height. In addition, unit shall have a 3' wide x 5' height feed opening. Hydraulic equipment between a 1,700 and 2,000 psi. Performance characteristics to maintain between 39,900 lbs. and 43,500 lbs. force and maintain a RAM Face Pressure between 20.1 and 24.2 psi.	Monday, Wednesday, Friday between 5:00 a.m. and 10:00 a.m.

<u>LOCATION</u>	<u>TYPE /CAPACITY</u>	<u>PICKUP SCHEDULE (EXCLUDING FEDERAL HOLIDAYS)</u>
<u>Item No. 6</u> - Placed as directed by AoC at the D.C. Village Growing Facility, U.S. Botanic Garden, 4700 Shepard Parkway, S.W.	40 cubic yard top load container.	On -Call (Estimate, one (1) pickup per Month between 7:00 a.m. and 11:00 a.m.
<u>Item No. 7</u> - Placed at U.S. Supreme Court Building, basement Level, North driveway entrance.	To be furnished by the AoC (see article entitled- "Government Furnished Property" of this Section).	Monday through Saturday between 6:00 a.m. and 6:30 a.m.
<u>Item No. 8</u> - Placed at the rear of the garage at the U.S. Capitol Power Plant, 25 E Street, S.E.	8 cubic yard top load container	Monday, Wednesday, Friday between 8:00 a.m. and 11:00 a.m.

ITEM NO. 009 SPECIFIC TIMES FOR PICKUPS ARE AS FOLLOWS: FIRST PICKUP BETWEEN 7:00 A.M. AND 8:00 A.M. SECOND PICKUP BETWEEN 2:00 P.M. AND 3:00 P.M.

<u>LOCATION</u>	<u>TYPE /CAPACITY</u>	<u>PICKUP SCHEDULE (EXCLUDING FEDERAL HOLIDAYS)</u>
<u>Item No. 9</u> - Placed as directed by the AoC at Senate Employees Child Care Center/Webster Hall Page School Dormitory, entered Northwest corner of 314 "C" Street, N.E.	Eight (8), individual 90-gallon trash totes.	Monday through Friday. Twice a day Monday - Friday.
<u>Item No. 10</u> - Paced as directed by the AoC at the D.C. Village Growing Facility, U.S. Botanic Garden, 4700 Shepard Parkway, S.W.	40 cubic yard top load container.	On call (Estimate, one (1) pickup per month between 7:00 a.m. And 11:00 a.m.
<u>Item No. 21; U.S. Capitol Visitor Center</u> - Adjacent to loading dock in the Cannon House Office Building, entered from C Street, S.E., between New Jersey Avenue, S.E. and First Street, S.E.	30 cubic yard self contained compactor unit with diamond plate ramp, 3-sided read feed hopper, hand and toe rails and deadman button.	Tuesday through Saturday between 8:00 a.m. and 10:00 a.m. <u>Note: Pickup for U.S.C.V.C. will be effective from January 01, 2007 through December 31, 2010.</u>

.2 The Contractor's place of business or storage facility/yard shall be located within a fifty (50) mile radius from the United States Capitol.

.3 If the refuse compaction and/or storage equipment referenced in the preceding paragraph is previously used equipment, it shall meet or exceed the following criteria, determined as of the date of Government inspection:

.1 No equipment shall be more than 5 years old since manufacture date per date stamp if not equipped add at the start of contract.

.2 All equipment shall be in excellent working condition.

.3 All equipment shall be of presentable appearance and well maintained, in keeping with the dignity and national significance of the Legislative and Judicial Buildings of the United States Government.

C.4 ELECTRIC POWER SUPPLY

.1 Electric power available for the operation of compactor units at locations identified in the Schedule as Items No. 1 is 277/480 volt, 3-phase, 4 wire A.C. and for Items No. 3, 4 and 7 is 120/208 volt, 3-phase, 4 wire A.C. In addition, 480 volt, 3-phase, 3 wire A.C. is available in locations identified as Items 4 and 7 in the Schedule. The Contractor shall connect his equipment to the power supply in each building, determine that such connections are properly and safely effected, and verify that the power supply in each location is proper and sufficient for correct operation of his equipment.

C.5 CONTAINER/COMPACTOR MAINTENANCE AND CLEANING REQUIREMENTS

.1 The Contractor shall perform maintenance on all containers/compactors, except those furnished by the Government (see article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS") not less than once a month. This shall include but not be limited to thorough mechanical inspections, replacing defective parts, lubricating, necessary adjustments in alignment of defective wheels, hitcher, or other component parts. A schedule for maintenance on all containers and compactors shall be submitted to the Contracting Officer for approval prior to the contract start date. COTR shall perform regular inspections. Monthly reports/statement as to what was done shall be sent to be sent to the Contracting Officer.

.2 The Contractor shall thoroughly wash and deodorize all containers/compactors not less than once a month. Cleaning shall be performed off the premises, at the Contractor's facility. A schedule for washing/deodorizing compactors and containers shall be submitted to the Contracting Officer for approval prior to the contract start date.

.3 The Contractor shall provide a replacement container or compactor of the same capacity and type before a container or compactor is removed for repair or cleaning,

.4 The Contractor shall be required to clean up and remove all spillage and/or littering caused by his operations. This includes spillage from the dumping of containers/compactors, leakage from the body of the refuse truck or oil drippings left by the truck at collection points.

C.6 ADDITIONAL PICKUPS AND DISPOSAL SERVICES

.1 The Government reserves the right to order additional pickups and disposal services at the unit price stated in the article entitled "SCHEDULE OF ITEMS" in Section B for the specific location where the pickup will occur. Request for additional service will be verbal notification. Request for additional service for all locations including D.C. Village Growing Facility/U.S. Botanic Garden and U.S. Supreme Court will be made verbally by the COTR identified at time of award for that specific location. The additional service shall be accomplished within 4 hours of receipt of the verbal notification. As determined by the Government, when verbal notification does not allow the Contractor 4 hours to accomplish the service the same day, the Contractor shall respond within the first 4 hours of the next workday.

.1 Orders for additional pickups for all locations will be verified in writing by issuance of a Delivery Order to the Contractor. In order for payment to be made for the additional pickup(s) at these locations, the Delivery Order Number shall be included on the Contractor's invoice for the month in which the additional pickups were performed (see the article entitled "ORDERING" in Section G).

C.7 NONPERFORMANCE OF SERVICES

.1 If the Contractor fails to provide service(s) at a location(s) on a scheduled day as specified in the article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS" of this section, he shall immediately upon notification by the COTR provide such services at no additional cost to the Government. Contractor shall include additional pull to reinstate normal operations in the event that Contractor fails to provide scheduled service(s) at a location(s).

C.8 STARTUP

.1 Within ten (10) calendar days from the date of award, the Contractor shall confer with the COTR to define and put into operation a mutually agreeable method for initiating the collection and disposal of garbage and refuse concurrent with delivery and installation of the compaction/container equipment (see article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS" in this section).

.2 All equipment to be furnished, delivered and installed by the Contractor under the instant contract shall be installed in the locations identified in the article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS" in this section, and shall be fully operational no later than twenty-one (21) calendar days from the date of award.

C.9 REMOVAL OF EQUIPMENT

.1 The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor. The Contractor shall disconnect and remove all of his equipment used in the performance of the contract work from Government property, and clean and restore the areas of installation of the equipment to the satisfaction of the COTR. All services described in the instant contract shall be performed in accordance with the time table agreed to by the Government.

.2 The above requirement is a condition precedent to the making of final payment under the contract.

C.10 BACKGROUND

.1 As a matter of information only, the following is the monthly garbage and refuse tonnage taken from the Capitol Complex under a similar contract during the period December 1, 2004 to July 31, 2005:

December 2004 -	456.49 tons
January 2005 -	452.05 tons
February 2005 -	457.49 tons
March 2005 -	549.40 tons
April 2005 -	544.49 tons
May 2005 -	517.40 tons
June 2005 -	521.22 tons
July 2005 -	468.29 tons

END OF SECTION C

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

.1 The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

.2 Inspection and acceptance will be performed at:

Locations identified in the article entitled, "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS" in Section C.

E.2 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
INSPECTION OF SERVICES--FIXED-PRICE	AUG 1996	52.246-4

END OF SECTION E

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G

CONTRACT ADMINISTRATION DATA

AOC52.201-1 CONTRACTING OFFICER'S AUTHORITY (JUN 2004)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, notwithstanding any provision contained elsewhere in this contract. In the event that the Contractor makes any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JUN 2004)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.223-6 SPECIAL SECURITY REQUIREMENTS - U.S. SUPREME COURT (AUG 2005)

(a) All contractor personnel including both prime contractor and subcontractor personnel ("contractor personnel") performing work for or at the Supreme Court under this contract will be subject to a security investigation.

(b) The contractor will provide the Supreme Court Police the full name, social security number, place of birth, and date of birth for all contractor personnel performing work for or at the Supreme Court, in a single package within one week of contract award. All security investigation requests will be identified with the AOC contract number under which the work will be performed.

(c) Contractor personnel will not be permitted access to the Supreme Court job site until a completion of a favorable Supreme Court Police security investigation. Upon completion of a favorable security investigation contractor personnel will be issued a Supreme Court contractor identification card. The contractor identification card shall be returned immediately to the Supreme Court Police upon completion of work on site by the individual, the contractor's completion of all work on site under the contract, the expiration date of the contractor identification card, or on demand by the Supreme Court Police. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(d) Any of the contractor's personnel who are perceived by the Contracting Officer or the Marshall's Office of the Supreme Court as a security risk, as a result of evidence discovered during

the security investigation, will not be issued a Supreme Court contractor identification card and will be denied access to the job site. The contractor is required and will be directed by the Contracting Officer to remove such person from performance of any of the contract work, whether it be on or off the work site. Any contractor personnel perceived as a security risk after being issued a contractor identification card, may be ordered to return the identification card immediately to the Supreme Court police and may be denied access to the job site.

(e) In addition to the security investigation and contractor identification requirements identified above, all contractor personnel permitted on site at the Supreme Court must be escorted by AOC personnel assigned to work at the Supreme Court under the Superintendent, Facilities Manager Office. Contractor personnel found within the Supreme Court premises without an escort will be removed from the site. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(f) All vehicles and contents used by the contractor and/or the Contractor's subcontractors or suppliers which enter or leave Supreme Court property during the performance of the work, will be subject to inspection, identification and clearance procedures. The contractor will notify and provide a bill of lading to the Supreme Court Police 24 hours in advance of any vehicles arriving at the job site. Vehicles are to report to the Supreme Court Police at the Second and East Capitol Street entrance, or as otherwise instructed, for inspection. In addition to the inspection of the vehicle and its contents, all drivers and helpers will be required to pass through a Magnetometer. All persons possessing weapons or contraband will be subject to arrest and prosecution.

(g) The Contractor is fully responsible to return:

(1) The ID badge of any individual employee, including subcontractor personnel, who is removed for any reason including but not limited to illness, or dismissal;

(2) The ID badges of all contractor employees, including subcontractor personnel, whose performance under the contract is completed in advance of final contract job completion; and

(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(h) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (g) above to the Contracting Officer's Technical Representative (COTR).

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEPT 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS)*. All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the

Mobile VACIS located at D.C. Village (Blue Plains) off of Shepherd Parkway, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (I) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) D.C. Village *inspection facility*. All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at D.C. Village, in compliance with instructions as provided elsewhere in this contract.

(End of clause)

G.4 LOSS OR DAMAGE

.1 The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this contract which is lost, or which is damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property, or fail to agree on the amount of credit due, the dispute shall be determined as provided in the article entitled "DISPUTES" of Section I.

.2 The payment of the lost property will be applied as a credit on the current monthly invoice at the time the amount of the allowable credit is agreed upon by the Contracting Officer and the Contractor.

.3 In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

END OF SECTION G

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

.1 The term of contract shall be from date of contract award through September 30, 2005 with four one year option periods.

F.2 PERFORMANCE LOCATIONS

.1 Garbage and refuse collection services will be performed at the following locations (specific locations are identified in Section C, article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS").

SENATE OFFICE BUILDINGS:

Hart Senate Office Building - 2nd St. & Constitution Ave., N.E. - 20510

Senate Employees Child Care Center/Webster Hall Page School Dormitory -314 "C" Street, N.E. - 20510

HOUSE OFFICE BUILDINGS:

Cannon House Office Building - 1st St. & Independence Ave. S.E. - 20515

Rayburn House Office Building - Independence Ave. & S. Capitol St., S.W. - 20515

Ford House Office Building - 2nd & D Sts., S.W. - 20515

OTHER BUILDINGS:

United States Capitol Building - 20515

United States Supreme Court Building - 1 First St., N.E., - 20543

U.S. Capitol Power Plant - New Jersey Ave. & E St., S.E. - 20003

D.C. Village Growing Facility, U.S. Botanic Garden - 4700 Shephard Parkway, S.E. - 20020

F.3 HOURS OF PERFORMANCE

.1 Garbage and Refuse collection and disposal services are required between the hours of 5:00 a.m. and 4:00 p.m., at the frequencies and specific hours indicated in Section C, article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS", excluding Federal holidays. There are ten (10) Federal holidays, they are identified as follows: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day.

F.4 SUBMITTALS

.1 Provide one (1) copy of the tonnage report, to be submitted within 10 working days after the end of each month (See the article entitled "TONNAGE REPORT" of Section H).

One copy shall be submitted to:

Architect of the Capitol
Ford House Office Building
Room H2-263
2nd and D Streets, S.E.
Washington, D.C. 20515
Attn: Procurement Division.

END OF SECTION F

SECTION G

CONTRACT ADMINISTRATION DATA

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CONTRACT ADMINISTRATION DATA

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(End of clause)

AOC52.201-2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JUN 2004)

The Government shall provide the name, address and telephone number of the COTR at the time of contract award and the duties thereby delegated to that person. Any subsequent change to the individual or the individual's responsibilities will be confirmed in writing by the Contracting Officer. In no instance will the COTR be delegated authority to order any change in the contractor's performance which would affect (a) cost or schedule for contracts for services or supplies or cost, or (b) the completion date for intermediate phases or milestones, or overall completion date for contracts for construction.

(End of clause)

AOC52.223-6 SPECIAL SECURITY REQUIREMENTS - U.S. SUPREME COURT (AUG 2005)

(a) All contractor personnel including both prime contractor and subcontractor personnel ("contractor personnel") performing work for or at the Supreme Court under this contract will be subject to a security investigation.

(b) The contractor will provide the Supreme Court Police the full name, social security number, place of birth, and date of birth for all contractor personnel performing work for or at the Supreme Court, in a single package within one week of contract award. All security investigation requests will be identified with the AOC contract number under which the work will be performed.

(c) Contractor personnel will not be permitted access to the Supreme Court job site until a completion of a favorable Supreme Court Police security investigation. Upon completion of a favorable security investigation contractor personnel will be issued a Supreme Court contractor identification card. The contractor identification card shall be returned immediately to the Supreme Court Police upon completion of work on site by the individual, the contractor's completion of all work on site under the contract, the expiration date of the contractor identification card, or on demand by the Supreme Court Police. Any contractor employee denied access to the site of work on a contract or task/delivery order as a result of a security investigation may not apply for access to any other AOC/U.S. Supreme Court contract or task/delivery order work site.

(d) Any of the contractor's personnel who are perceived by the Contracting Officer or the Marshall's Office of the Supreme Court as a security risk, as a result of evidence discovered during

the security investigation, will not be issued a Supreme Court contractor identification card and will be denied access to the job site. The contractor is required and will be directed by the Contracting Officer to remove such person from performance of any of the contract work, whether it be on or off the work site. Any contractor personnel perceived as a security risk after being issued a contractor identification card, may be ordered to return the identification card immediately to the Supreme Court police and may be denied access to the job site.

(e) In addition to the security investigation and contractor identification requirements identified above, all contractor personnel permitted on site at the Supreme Court must be escorted by AOC personnel assigned to work at the Supreme Court under the Superintendent, Facilities Manager Office. Contractor personnel found within the Supreme Court premises without an escort will be removed from the site. All contractor personnel must wear the ID badge whenever on the Capitol complex premises or when attending off-site functions on behalf of the AOC. ID badges must be worn in such a manner that contractor personnel can be easily identified as such.

(f) All vehicles and contents used by the contractor and/or the Contractor's subcontractors or suppliers which enter or leave Supreme Court property during the performance of the work, will be subject to inspection, identification and clearance procedures. The contractor will notify and provide a bill of lading to the Supreme Court Police 24 hours in advance of any vehicles arriving at the job site. Vehicles are to report to the Supreme Court Police at the Second and East Capitol Street entrance, or as otherwise instructed, for inspection. In addition to the inspection of the vehicle and its contents, all drivers and helpers will be required to pass through a Magnetometer. All persons possessing weapons or contraband will be subject to arrest and prosecution.

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(3) All outstanding ID badges issued for the contractor and its employees, including subcontractor personnel, within 24 hours of on site contract job completion.

(h) ID badges are to be hand delivered by the contractor within 24 hours of any of the events listed under (g) above to the Contracting Officer's Technical Representative (COTR).

(End of clause)

AOC52.223-8 DELIVERY VEHICLE INSPECTION REQUIREMENTS (SEPT 2004)

(a) All vehicles and contents used by the Contractor or his subcontractors which enter or leave United States Government property during performance of work under this contract will be subject to clearance, inspection, and identification procedures conducted by the United States Capitol Police.

(b) *Mobile Vehicle and Cargo Inspection System (Mobile VACIS)*. All delivery vehicles carrying fuel, garbage, or similar cargo that cannot be offloaded for inspection and security screening shall utilize the

Mobile VACIS located at D.C. Village (Blue Plains) off of Shepherd Parkway, NW, Washington, DC, for inspection prior to making deliveries to any building within the Capitol Complex, including, but not limited to, the U.S. Capitol Building; the U.S. Botanic Garden; the Hart, Dirksen, and Russell Senate Office Buildings; the Rayburn, Longworth, Cannon, and Ford House Office Buildings; the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings; the Capitol Power Plant; the Capitol Visitors Center; and the U.S. Supreme Court and Thurgood Marshall Federal Judiciary Buildings.

(1) For deliveries requiring Mobile VACIS inspection, within seven calendar days or prior to the first delivery, the contractor shall provide the following information to the U.S. Capitol Police:

- (I) List of drivers;
- (ii) Date of birth for each driver;
- (iii) Social Security Number of each driver;
- (iv) Vehicle make;
- (v) Vehicle model;
- (vi) License tag number and state where vehicle is licensed;
- (vii) Color of vehicle; and
- (viii) Contractor name, if shown on the vehicle.

(2) Information for deliveries made through the Mobile VACIS unit must be faxed to (202) 228-4313. For verification of receipt, the contractor may call (202) 224-9728.

(3) Updates to the above information for Mobile VACIS deliveries must be sent to the U.S. Capitol Police throughout the period of performance of the contract.

(c) D.C. Village *inspection facility*. All other vehicles making deliveries to the above listed locations except for the Thomas Jefferson, John Adams, and James Madison Memorial Library of Congress buildings and the U.S. Supreme Court shall utilize the off-site inspection and screening facilities at D.C. Village, in compliance with instructions as provided elsewhere in this contract.

(End of clause)

G.4 LOSS OR DAMAGE

.1 The Contractor shall indemnify the Government for any property delivered to the Contractor for servicing under this contract which is lost, or which is damaged and, in the opinion of the Contracting Officer, cannot be repaired satisfactorily. In either of these events, the Contractor shall pay to the Government the value thereof in accordance with Federal Supply Schedule price lists. If the property is not on these price lists, the Contracting Officer shall determine a fair and just price. Credit shall be allowed for any depreciation in the value of the property at the time of loss or damage, and the parties hereto shall determine the amount of the allowable credit. If the parties fail to agree upon the value of the property, or fail to agree on the amount of credit due, the dispute shall be determined as provided in the article entitled "DISPUTES" of Section I.

.2 The payment of the lost property will be applied as a credit on the current monthly invoice at the time the amount of the allowable credit is agreed upon by the Contracting Officer and the Contractor.

.3 In case of damage to any property which the Contracting Officer and the Contractor agree can be satisfactorily repaired, the Contractor shall repair the property at their own expense in a manner satisfactory to the Contracting Officer.

END OF SECTION G

**SECTION I
CONTRACT CLAUSES**

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SECTION I CONTRACT CLAUSES

AOC52.202-1 DEFINITIONS (JUN 2004)

- (a) The term "head of the agency" as used herein means the Committee, Commission, or other authority of the Legislative Branch of the Government having final jurisdiction or supervision over the work involved. The term "other authority" as used in this paragraph includes the Contracting Officer in cases in which he has final jurisdiction or supervision over the work involved.
- (b) The term "Architect" as used herein means the Architect of the Capitol.
- (c) The term "Contracting Officer" as used herein means the Architect of the Capitol or his duly authorized representative.
- (d) The term "his duly authorized representative" as used herein means any person or persons or board authorized to act for the head of the agency within the scope of their authority.
- (e) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders placed for performance under this contract.
- (f) Bulk Items - large items such as boilers, radiators, appliances (e.g. stoves, refrigerators, dishwashers, air conditioners, etc.), broken furniture (e.g. tables, desks, chairs, bookshelves, couches, lamps, etc.), toilets, sinks, etc.
- (g) Building debris - materials associated with office renovations (e.g., carpet, padding, concrete, sheet metal, brick and block, gypsum wallboard, wood and light fixtures, etc.).
- (h) Garbage - wastes resulting from handling, preparing, cooking or consuming foods.
- (I) Recyclable Materials - Any individual component that can be separated from the Municipal Solid waste stream and marketed. Materials that normally would be discarded (i.e., scrap and solid waste that may be reused only after undergoing some kind of physical or chemical processing). Such materials include those items which have useful physical properties after serving their original purposes (e.g. paper, cardboard, newspapers, cans, glass, bottles, plastic).
- (j) Refuse - all solid wastes other than hazardous, medical, and radioactive wastes.

(End of clause)

AOC52.203-1 ADVERTISING/PROMOTIONAL MATERIALS (JUN 2004)

- (a) It is the policy of the Congress to discourage contractors providing services and supplies to the Legislative Branch entities, including the Architect of the Capitol, from advertising practices that feature the Capitol and Capitol Complex in a manner in which conveys, or is reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, or any Department, Agency or instrumentality thereof.

(b) Contractors performing construction services for Legislative Branch entities, including the Architect of the Capitol, are discouraged from capitalizing on their contractual relationships with such entities and shall not engage in advertising practices which convey, or are reasonably calculated to convey, a false impression of sponsorship, approval or endorsement of any product or service by the Congress, the Government of the United States, of any Department, Agency or instrumentality thereof. This includes utilizing, in conjunction with the fact of their contractual relationship, images of the Capitol, any other buildings in the Capitol Complex, or any part of the United States Capitol Grounds in their advertising or promotional materials; and/or publishing or disseminating the aforementioned advertising or promotional materials.

(c) The Contractor, by signing this contract, agrees to comply with the foregoing and to submit any proposed advertising or promotional copy connected in any manner with this contract and/or the Capitol, other Capitol Complex Buildings, or the United States Capitol Grounds to the Contracting Officer for approval prior to publication.

(End of clause)

AOC52.203-2 DISCLOSURE OF INFORMATION TO THE GENERAL PUBLIC (JUN 2004)

(a) Promptly after receiving any request from the general public for information on or data derived from this contract, the contractor shall notify the Architect of the Capitol, Procurement Division. The contractor shall cooperate with the Procurement Division in compiling or collecting information or data if the Architect of the Capitol determines the information or data to be releasable.

(b) “General public”, for purposes of this clause, are those groups or individuals who are not authorized by law or regulation to have access.

(c) This clause is not intended to prevent the contractor from providing contract information or data which the contractor is required to provide in order to conduct its business, such as insurance, banking, subcontracting.

(d) The contractor is permitted to request that proprietary information or data not be released if such release would harm or impair the contractor in conducting its normal business. Such request must be documented with clear and specific grounds for that claim.

(End of clause)

AOC52.204-1 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (JUN 2004)

The Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied doubled-sided on recycled paper and meet minimum content standards when not using electronic commerce methods to submit information or data to the Government.

(End of clause)

AOC52.215-10 EXAMINATION OF RECORDS (JUN 2004)

(a) The Contractor agrees that the Architect of the Capitol or any duly authorized representatives shall, until the expiration of 3 years after final payment under this contract, have access to and the right to examine any books, accounting procedures and practices documents, papers, records and other data regardless of whether

such items are in written form, in the form of computer data or in any other form and other supporting evidence, involving transactions related to this contract or compliance with any clause or certification thereunder.

(b) The Contractor further agrees to include in all its subcontracts hereunder a provision to the effect that subcontractor agrees that the Architect of the Capitol or any authorized representatives shall, until the expiration of 3 years after final payment under the subcontract, have access to and the right to examine books, documents, papers, records other data regardless of whether such items are in written form, in the form of computer data or in any other form, and other supporting evidence, involving transactions related to the subcontract or compliance with any clause or certification thereunder.

(c) The term "subcontract" as used in this clause excludes purchase orders not exceeding \$10,000.

(End of clause)

AOC52.215-11 AUDITS (JUN 2004)

(a) If the price of this contract is changed through the operation of any of the provisions of this contract, the Contractor, within such reasonable time as the Contracting Officer may direct, shall submit complete and accurate cost and pricing data in support of any claim asserted under such provisions.

(b) With the submission of cost and pricing data the Contractor shall supply the following certification by a duly authorized corporate officer, partner, or owner, as applicable:

"This is to certify that, to the best of my knowledge and belief, the cost and pricing data herewith submitted to the Contracting Officer in support of a price adjustment under Supplement/Claim No. for _____ (identify by description) are accurate and complete and they are current as of _____ (date).
Date of Execution _____
Firm _____
Signature _____
Title _____"

(c) The Contracting Officer in accordance with the FAR clause "Audit and Records - Negotiation", 52.215-2, has the right to examine all books, records, documents and other data of the Contractor or subcontractor in order to evaluate the accuracy, completeness, and currency of cost or pricing data thus submitted. The Contractor shall insert an appropriate provision in all subcontracts for the purpose of making the requirements of this paragraph applicable thereto.

(End of clause)

FAR 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within ninety (90 days). Delivery of added items shall continue at the same rate the like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

AOC52.219-1 UTILIZATION OF SMALL BUSINESS CONCERNS (AUG 2004)

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with all types of small business concerns as determined by the size standards in 13 CFR 121.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to all types of small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

(End of clause)

AOC52.222-3 CONVICT LABOR (JUN 2004)

In connection with the performance of work under this contract the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, approved September 10, 1965, 18 U.S.C. 4082©)(2).

(End of clause)

FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JULY 1995)

(a) "Hazardous material" as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in Paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.
_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award a "Material Safety Data Sheet", meeting the requirement of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in Paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the items(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under Paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to—

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate and disclose the data for the Government for these purposes.

(2) To use, duplicate and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(I) Except as provided in paragraph (I)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-1 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA - SUPPLEMENT (JUN 2004)

(a) Except as provided in paragraph ©), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph ©) of this clause.

(b) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(c) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS' in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

(End of clause)

AOC52.223-9 ACCIDENT PREVENTION AND SAFETY AND HEALTH PROGRAMS (SEP 2004)

(a) The Contractor shall comply with the safety and health standards published in 41 C.F.R. Part 50-205, including any matters incorporated by reference therein.

(b) The Contractor shall also comply with the regulations issued by the Secretary of Labor pursuant to the Williams-Steiger Occupational Safety and Health Act of 1970, as set forth in Title 29 of the Code of Federal Regulations.

(c) The Contractor shall bring to the attention of the Architect any work encountered that may involve entry into a suspected confined space as defined by OSHA. A determination will be made by the Architect, and if the areas is deemed a permit required confined space, additional protective measures will be needed, per OSHA requirements.

(d) In the event that conditions on the site pose an imminent danger or threat to the Contractor's workers, the public, Government employees, other persons, or to Capitol complex structures and property of historical significance, the Contracting Officer can verbally order the Contractor to stop work operations in the specified area until said conditions are corrected to the Contracting Officer's satisfaction. The Contracting Officer shall promptly issue a written order to stop the work to the Contractor formalizing the specifics of the verbal stop work order.

(e) The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(End of clause)

AOC52.225-1 BUY AMERICAN ACT - SUPPLEMENT (JUN 2004)

In addition to provisions of the above clause entitled, "Buy American Act", the General Provisions of the Legislative Branch Appropriations Act provides in part, as follows:

(a) It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in the Act should be American-made.

(b) In providing financial assistance to or entering into any contract with, any entity using funds made available in the Act, the head of each Federal Agency, to the greatest extent practicable, shall provide to such entity a notice describing the statement made in Paragraph (a) above, by the Congress.

(End of clause)

AOC52.227-1 PATENT INDEMNITY - COMMERCIAL ITEMS (JUN 2004)

The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of the contract, provided the Contractor is reasonably notified of such claims and proceedings.

(End of clause)

AOC52.232-1 PAYMENTS - SUPPLIES (JUN 2004)

(a) The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor and not otherwise specified, payment for accepted partial deliveries shall be made whenever such payment would equal 50 percent of the total amount of this contract.

(b) If partial payments are to be made, all material and work covered by partial payments made shall thereupon become the sole property of the Government, but this provision shall not be construed as relieving the Contractor from the sole responsibility of fulfilling contractual requirements for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(c) Upon completion and acceptance of all work, the amount due the Contractor under this contract will be paid upon the presentation of a properly executed invoice and after the Contractor shall have furnished the Government with a release, if required, of all claims against the Government arising under and by virtue of this contract, other than claims, if any, in stated amounts as may be specifically excepted by the Contractor from the operation of the release. If the Contractor's claim to amounts payable under the contract has been assigned under the Assignment of Claims Act of 1940, as amended (31 U.S.C. 3727, 41 U.S.C. 15), a release may also be required of the assignee.

(d) Until further notice, properly certified invoices shall be FAXED, in triplicate, to the Accounting Office, Architect of the Capitol at 202-226-2580. Information concerning requirements for payment requisitions must be secured by telephoning the Accounting Officer at (202) 226-2552. To assist the AOC in making timely payments, the Contractor is requested to furnish the following additional information on the invoice:

(1) Contract number;

(2) Name, address and Taxpayer I.D. of Contractor;

(3) Invoice Date; and

(4) Amount by line item including quantity and unit pricing (see the "SCHEDULE OF ITEMS" in Section B)

(e) Payments will be made directly to the contractor's financial institution through Direct Deposit/Electronic Funds Transfer (DD/EFT). The Contractor's attention is directed to the requirements of AOC52.232-6, Payment by Electronic Funds Transfer - Other Than Central Contractor Registration.

(End of clause)

AOC52.232-6 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL
CONTRACTOR REGISTRATION (JUN 2004)

(a) *Method of payment.* (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the contractor agrees to either--

(I) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to delay payment until such time as the Government makes payment by EFT (but see paragraph (d)).

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (I) of this clause). The contractor shall provide this information directly to the office designated in paragraph (k) to receive that information (hereafter: "designated office") by three working days after notification of contract award. If not otherwise specified in this contract, the payment office is the designated office for receipt of the contractor's EFT information. If more than one designated office is named for the contract, the contractor shall provide a separate notice to each office. In the event that the EFT information changes, the contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the contractor provides EFT information applicable to multiple contracts, the contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) Notwithstanding the provisions of any other clause of this contract, the Government is not required to make any payment under this contract until after receipt, by the designated payment office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a valid invoice.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than the 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the changed EFT information is implemented by the payment office.

(e) *Liability for uncompleted or erroneous transfers.* (1) If an uncompleted or erroneous transfer occurs because the Government failed to use the Contractor-provided EFT information in the correct manner, the Government remains responsible for--

(i) Making a correct payment; and

(ii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because Contractor's EFT information was incorrect at the time of Government release or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and assignment of claims.* If the contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the contractor shall require as a condition of any such assignment that the assignee shall provide the EFT information required by paragraph (I) of this clause to the designated office and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the contractor. EFT information that shows the ultimate recipient of the transfer to be other than the contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of Paragraph (d) of this clause.

(g) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the contractor's financial agent.

(h) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(i) *EFT Information.* The contractor shall provide the following information to the designated payment office. The contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT

information using the EFT methods described in paragraph ©) of this clause. The information required is as follows:

- (1) The contract number;
 - (2) The contractor's name and remittance address as stated in the contract(s);
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the contractor's official authorized to provide this information;
 - (4) The name, address, and 9-digit Routing Transit Number of the contractor's financial agent; and
 - (5) The contractor's account number and the type of account (checking, saving or lockbox).
- (j) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (k) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (k). The Government need not use any EFT information sent to any office other than that designated in paragraph (k).

(k) Designated office:

Name:

Architect of the Capital
Accounting Division
Mailing Address:
2nd and D Streets SW
Ford House Office Building
Washington, DC 20515
Telephone:
(202) 226-2552
Facsimile:
(202) 225-7321

(End of clause)

AOC52.232-7 DISCOUNTS (AUG 2004)

- (a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a prompt payment discount in conjunction with the offer, offerors awarded contracts may include prompt payment discounts on individual invoices.
- (b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday and, for work performed in the District of Columbia, Presidential Inauguration Day, when Federal Government offices are

closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

AOC52.232-9 PAYMENT OF INTEREST ON CONTRACTOR CLAIMS (JUN 2004)

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the Disputes paragraph of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owed by the Government shall be payable to the Contractor. Such interest shall be at the rate determined by the Secretary of the Treasury pursuant to Public Law 92-41, 85 Stat. 97, from the date the Contractor furnishes to the Contracting Officer his written appeal under the Disputes paragraph of this contract, to the date of (1) a final judgement by a court of competent jurisdiction, or (2) mailing to the Contractor of a change order, or a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a contract appeals board.

(b) Notwithstanding Paragraph (a) above, (1) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal, and (2) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a board of contract appeals or a court of competent jurisdiction.

(End of clause)

AOC52.232-12 ASSIGNMENT - SUPPLEMENT (SEP 2004)

Neither the contract nor any interest therein shall be assigned. However, moneys due or to become due under the contract may be assigned in accordance with the provisions of FAR clause 52.232-23 (ASSIGNMENT OF CLAIMS) as incorporated by reference in Section I.

(End of clause)

AOC52.233-1 DISPUTES (JUN 2004)

(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged; **provided, however**, that any such decision shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this paragraph, the Contractor shall be afforded an opportunity to be heard and to offer

evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This paragraph does not preclude consideration of questions of law in connection with decisions provided for in Paragraph (a) above. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

(End of clause)

AOC52.233-2 CLAIMS FOR EQUITABLE ADJUSTMENTS - WAIVER AND RELEASE OF CLAIMS (JUN 2004)

(a) Whenever the Contractor submits a claim for equitable adjustment under any paragraph of this contract which provides for equitable adjustment of the contract, such claim shall include all types of adjustments in the total amounts to which the paragraph entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (1) any adjustments to which it otherwise might be entitled under the paragraph where such claims fail to request such adjustments, and (2) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, he will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid equitable adjustment, and that such release shall discharge the Government, its officers, agents and employees, from any further claims, including but not limited to further claims arising out of delays or disruptions or both, caused by the aforesaid change.

(End of clause)

AOC52.245-2 GOVERNMENT-FURNISHED PROPERTY (NOV 2004)

(a) For the purposes of this clause, Government-furnished "property" includes cell phones and telephones, personal digital assistants, computers (including laptops), electronic devices, services such as network access, tools, furnished space, storage, utilities, furnishings, equipment, and any other item or service provided by the AOC to the contractor.

(b) No AOC equipment or property can be provided under this contract unless specifically negotiated as part of the award price. If, after contract award, it becomes necessary or advisable to issue AOC property to the contractor, the contract price shall be reduced by a reasonable amount that reflects the price the contractor would pay if providing the property.

(c) The Contracting Officer's Technical Representative (COTR) for this contract is responsible for coordinating the issuance and return of Government-furnished property.

(d) Any Government-furnished property provided to the contractor for use during performance of this contract shall be issued to the contractor's representative and recorded on AOC Form 1423, AOC PROPERTY ISSUED TO CONTRACTORS. The contractor's representative shall be responsible for the ensuring the proper care and use of the Government-furnished property, whether used by the contractor representative or another contractor employee. Government-furnished property provided by the AOC can be used only for the conduct of official business on behalf of the AOC. The contractor is specifically prohibited from using AOC-furnished

property for personal use or to conduct operations that benefit other Government agency contracts or other contractor activities that do not directly support AOC contracts.

(e) All information technology property that requires interface or connection to the AOC network must be provided by the AOC. The use of non-AOC IT property that requires interface or connection to the AOC network is strictly prohibited.

(f) All contractor employees who require access to the AOC network or who are issued a personal digital assistant must complete and sign the "Non-disclosure Agreement for Contract Employees Conditional Access to Sensitive but Unclassified Information for The Architect of The Capitol" before access will be granted. The COTR is responsible for providing the non-disclosure agreements to the AOC Office of Information Resources Management.

(g) All Government-furnished property shall be returned by the contractor to the COTR in the same condition as issued, with allowances for wear and tear that occurs with reasonable care and use. Failure to return Government-furnished property or the return of Government-furnished property that has not been properly maintained and used may result in a reduction to the contract price that reflects the market replacement value of the property or the market price to repair or restore the property to its condition when issued to the contractor.

(End of clause)

FAR 52-246-20 WARRANTY OF SERVICES

.1 Definitions. "Acceptance", as used in this article, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

"Correction", as used in this article, means the elimination of a defect.

.2 Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 24 hours after scheduled pickup time. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

.3 If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to the requirements of this article to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

.4 If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses: www.gsa.gov or www.govcon.com

<u>CLAUSE TITLE</u>	<u>DATE</u>	<u>FAR NUMBER</u>
GRATUITIES	APR 1984	52.203-3
COVENANT AGAINST CONTINGENT FEES	APR 1984	52.203-5
RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995	52.203-6
MATERIAL REQUIREMENTS	AUG 2000	52.211-5
WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC 1996	52.222-20
EQUAL OPPORTUNITY	APR 2002	52.222-26
EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-35
AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998	52.222-36
EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC 2001	52.222-37
DRUG-FREE WORKPLACE	MAY 2001	52.223-6
BUY AMERICAN ACT - SUPPLIES	JUN 2003	52.225-1
PATENT INDEMNITY	APR 1984	52.227-3
FEDERAL, STATE AND LOCAL TAXES	APR 2003	52.229-3
EXTRAS	APR 1984	52.232-11
ASSIGNMENT OF CLAIMS	JAN 1986	52.232-23
BANKRUPTCY	JULY 1995	52.242-13
CHANGES--FIXED-PRICE	AUG 1987	52.243-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR 1984	52.249-1
TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004	52.249-2
DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984	52.249-8

END OF SECTION I

SECTION J

LIST OF ATTACHMENTS

<u>ATTACH. NUMBER</u>	<u>ATTACHMENT NAME</u>	<u>NO. OF PAGES</u>
J.1	PAYMENT INFORMATION FORM, ACH VENDOR PAYMENT SYSTEM . .	2
J.2	U.S. CAPITOL POLICE REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS (for informational purposes only)	2
J.3	WAGE RATES, DECISION NO.: 1994-2103 Revision No.: 34 DATED 05/23/05.	7

END OF SECTION J

**** NOTICE ****

TO: ALL VENDORS/CONTRACTORS/CONSULTANTS

FROM: THE OFFICE OF THE ARCHITECT OF THE CAPITOL

Due to requirements set forth in the DEBT COLLECTION IMPROVEMENT ACT OF 1996 (PUBLIC LAW 104-134), all payments made to vendors, contractors and consultants doing business with the Federal Government must be made by Electronic Funds Transfer (EFT) directly to your financial institution. If you are currently enrolled under EFT with the Architect of the Capitol, no further action is necessary other than to report changes.

EFT payments are cost effective, enabling prompt, convenient and reliable payments directly to a designated bank account.

The Architect of the Capitol, in making EFT payments, supplies the financial institution with identifying information (ie. invoice number), which accompanies each transaction. The financial institution in turn can supply this information to the account holder.

Therefore, to accomplish the mandate of P. L. 104-134, it is necessary that the attached sheet; PAYMENT INFORMATION FORM ACH VENDOR PAYMENT SYSTEM be completed and returned with your bid or offer as set forth in Section G of the solicitation.

**PAYMENT INFORMATION FORM
ACH VENDOR PAYMENT SYSTEM**

This form is used for ACH payments with an addendum record that carries payment-related information. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion. The information will be transmitted in the CCD+ format to the designated financial institution.

Debt Collection Improvement Act of 1996

PAPERWORK REDUCTION ACT STATEMENT

The information being collected on this form is pursuant to Public Law 104-134, which mandated Electronic Funds Transfer for recipients of all federal payments (excluding IRS tax refunds) beginning July 24, 1996. This information will be needed by the Treasury Department to transmit payments and related data.

COMPANY INFORMATION

NAME:

ADDRESS:

CONTRACT NUMBER: **AOC-**_____

TAXPAYER IDENTIFICATION NUMBER (TIN):

CONTACT PERSON NAME:

TELEPHONE NUMBER: ()

FAX NUMBER: ()

AGENCY INFORMATION

NAME: ARCHITECT OF THE CAPITOL - FORD HOUSE OFFICE BUILDING

ADDRESS: ACCOUNTING DIVISION, ROOM H2-205

WASHINGTON, D.C. 20024

FAX NUMBER: (202) 225-7321

CONTACT PERSON NAME: MR. JAMES JARBOE

TELEPHONE NUMBER: (202) 226-2552

FINANCIAL INSTITUTION INFORMATION

BANK NAME:

BRANCH LOCATION: (If applicable)

CONTACT NAME:

TELEPHONE NUMBER: ()

NINE DIGIT ROUTING TRANSIT NUMBER: _ _ _ _ _

DEPOSITOR ACCOUNT NUMBER:

TYPE OF ACCOUNT: _ _ _ _ CHECKING _ _ _ _ SAVINGS _ _ _ _ LOCKBOX

SIGNATURE AND TITLE OF REPRESENTATIVE:

TELEPHONE NUMBER:



CP-491
(4-96)

UNITED STATES CAPITOL POLICE
WASHINGTON, D.C. 20510-7218

For AOC use only:

ID required _____

No ID _____

REQUEST FOR CHECK OF CRIMINAL HISTORY RECORDS

Please report with: (1) a form of valid photo identification and (2) this form; to the Identification Section, Room 103B, U.S. Capitol Police Headquarters, 119 D Street, N.E.

1 Name (Last, First, Middle)

Address:

Street & No.

City & State

Zip

Tele:

2 Other names ever used (e.g. maiden name, nickname, etc.)

3 Date of Birth (Month, Day, Year)

4 Birthplace (City and State or Country)

5 Social Security Number

6 Sex

☐ Male

☐ Female

7 Race

8 Height

9 Weight

10 Eye Color

11 Hair Color

SIGNATURE AND RELEASE OF INFORMATION:

READ THE FOLLOWING CAREFULLY BEFORE YOU SIGN:

- I understand that the information provided above will be used to check the criminal history records of the Federal Bureau of Investigation (FBI).
- I consent to the use of the information provided above in making a security determination concerning me.
- I certify that, to the best of my knowledge and belief, all the information provided above is true, correct, and complete, and made in good faith.

12 Signature

13 Date Signed (Month, Day, Year)

AUTHORIZED REQUESTER

14 Name/Employing Office

15 Title

16 Telephone number

17 Date of Request

SIGNATURE AND REQUEST:

I request that the applicant/employee indicated above be fingerprinted by the United States Capitol Police and that these fingerprints be submitted for a check of the criminal history records of the Federal Bureau of Investigation (FBI). This check will be used in making a security determination concerning this applicant/employee.

18 Signature

19 Date Signed (*Month, Day, Year*)**IDENTIFICATION SECTION**

20 Individual Receiving Request

21 Date/Time Received

22 IS #:

<p>REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT</p> <p>By direction of the Secretary of Labor</p> <p>William Division of W. Wage Gross Determinations Director</p>	<p>U.S. DEPARTMENT OF LABOR</p> <p>EMPLOYMENT STANDARDS ADMINISTRATION</p> <p>WAGE AND HOUR DIVISION</p> <p>WASHINGTON, D.C. 20210</p> <p>Wage Determination 1994-2103 No.: Revision No.: 34 Date of Last Revision: 05/23/2005</p>
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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

01011 - Accounting Clerk I	12 .16
01012 - Accounting Clerk II	12 .86
01013 - Accounting Clerk III	14 .89
01014 - Accounting Clerk IV	16 .65
01030 - Court Reporter	17 .02
01050 - Dispatcher, Motor Vehicle	16 .50
01060 - Document Preparation Clerk	12 .75
01070 - Messenger (Courier)	10 .23
01090 - Duplicating Machine Operator	12 .75
01110 - Film/Tape Librarian	15 .10

01115 - General Clerk I	11 .68
01116 - General Clerk II	13 .72
01117 - General Clerk III	15 .32
01118 - General Clerk IV	18 .74
01120 - Housing Referral Assistant	19 .30
01131 - Key Entry Operator I	12 .67
01132 - Key Entry Operator II	13 .82
01191 - Order Clerk I	14 .74
01192 - Order Clerk II	16 .29
01261 - Personnel Assistant (Employment) I	13 .05
01262 - Personnel Assistant (Employment) II	15 .10
01263 - Personnel Assistant (Employment) III	17 .02
01264 - Personnel Assistant (Employment) IV	19 .60
01270 - Production Control Clerk	18 .89
01290 - Rental Clerk	15 .42
01300 - Scheduler, Maintenance	15 .26
01311 - Secretary I	16 .11
01312 - Secretary II	17 .31
01313 - Secretary III	19 .30
01314 - Secretary IV	21 .45
01315 - Secretary V	23 .75
01320 - Service Order Dispatcher	15 .82
01341 - Stenographer I	15 .15
01342 - Stenographer II	16 .47
01400 - Supply Technician	21 .45
01420 - Survey Worker (Interviewer)	16 .43
01460 - Switchboard Operator-Receptionist	12 .06
01510 - Test Examiner	17 .31
01520 - Test Proctor	17 .31
01531 - Travel Clerk I	11 .63
01532 - Travel Clerk II	12 .49
01533 - Travel Clerk III	13 .41
01611 - Word Processor I	12 .75
01612 - Word Processor II	15 .10
01613 - Word Processor III	17 .02

03000 - Automatic Data Processing Occupations

03010 - Computer Data Librarian	15 .10
03041 - Computer Operator I	15 .10
03042 - Computer Operator II	17 .02
03043 - Computer Operator III	18 .89
03044 - Computer Operator IV	21 .09
03045 - Computer Operator V	23 .35
03071 - Computer Programmer I (1)	19 .64
03072 - Computer Programmer II (1)	23 .33
03073 - Computer Programmer III (1)	27 .62
03074 - Computer Programmer IV (1)	27 .62
03101 - Computer Systems Analyst I (1)	27 .62
03102 - Computer Systems Analyst II (1)	27 .62
03103 - Computer Systems Analyst III (1)	27 .62
03160 - Peripheral Equipment Operator	15 .10

05000 - Automotive Service Occupations

05005 - Automotive Body Repairer, Fiberglass	22 .73
05010 - Automotive Glass Installer	17 .88
05040 - Automotive Worker	17 .88
05070 - Electrician, Automotive	18 .95
05100 - Mobile Equipment Servicer	15 .69
05130 - Motor Equipment Metal Mechanic	19 .98
05160 - Motor Equipment Metal Worker	17 .88
05190 - Motor Vehicle Mechanic	20 .07
05220 - Motor Vehicle Mechanic Helper	16 .81
05250 - Motor Vehicle Upholstery Worker	17 .88
05280 - Motor Vehicle Wrecker	17 .88
05310 - Painter, Automotive	18 .95
05340 - Radiator Repair Specialist	17 .88
05370 - Tire Repairer	14 .43
05400 - Transmission Repair Specialist	19 .98

07000 - Food Preparation and Service Occupations

(not set) - Food Service Worker	9 .91
07010 - Baker	12 .25
07041 - Cook I	11 .53
07042 - Cook II	12 .79

07070 - Dishwasher	9 .76
07130 - Meat Cutter	16 .07
07250 - Waiter/Waitress	8 .59

09000 - Furniture Maintenance and Repair Occupations

09010 - Electrostatic Spray Painter	18 .05
09040 - Furniture Handler	12 .55
09070 - Furniture Refinisher	18 .05
09100 - Furniture Refinisher Helper	13 .85
09110 - Furniture Repairer, Minor	16 .01
09130 - Upholsterer	18 .05

11030 - General Services and Support Occupations

11030 - Cleaner, Vehicles	9 .67
11060 - Elevator Operator	9 .79
11090 - Gardener	14 .27
11121 - House Keeping Aid I	9 .97
11122 - House Keeping Aid II	10 .77
11150 - Janitor	10 .12
11210 - Laborer, Grounds Maintenance	11 .65
11240 - Maid or Houseman	9 .97
11270 - Pest Controller	12 .49
11300 - Refuse Collector	11 .69
11330 - Tractor Operator	14 .00
11360 - Window Cleaner	10 .51

12000 - Health Occupations

12020 - Dental Assistant	16 .90
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	15 .83
12071 - Licensed Practical Nurse I	15 .86
12072 - Licensed Practical Nurse II	17 .79
12073 - Licensed Practical Nurse III	19 .92
12100 - Medical Assistant	12 .94
12130 - Medical Laboratory Technician	16 .32
12160 - Medical Record Clerk	14 .96
12190 - Medical Record Technician	16 .47
12221 - Nursing Assistant I	9 .32

12222 - Nursing Assistant II	10 .48
12223 - Nursing Assistant III	11 .94
12224 - Nursing Assistant IV	13 .40
12250 - Pharmacy Technician	13 .02
12280 - Phlebotomist	13 .40
12311 - Registered Nurse I	24 .92
12312 - Registered Nurse II	29 .47
12313 - Registered Nurse II, Specialist	29 .47
12314 - Registered Nurse III	35 .65
12315 - Registered Nurse III, Anesthetist	35 .65
12316 - Registered Nurse IV	42 .73

13000 - Information and Arts Occupations

13002 - Audiovisual Librarian	20 .85
13011 - Exhibits Specialist I	17 .98
13012 - Exhibits Specialist II	23 .33
13013 - Exhibits Specialist III	28 .07
13041 - Illustrator I	18 .73
13042 - Illustrator II	23 .42
13043 - Illustrator III	28 .82
13047 - Librarian	24 .54
13050 - Library Technician	17 .18
13071 - Photographer I	14 .67
13072 - Photographer II	17 .18
13073 - Photographer III	21 .52
13074 - Photographer IV	26 .05
13075 - Photographer V	29 .15

15000 - Laundry, Dry Cleaning, Pressing and Related Occupations

15010 - Assembler	8 .71
15030 - Counter Attendant	8 .71
15040 - Dry Cleaner	10 .94
15070 - Finisher, Flatwork, Machine	8 .71
15090 - Presser, Hand	8 .71
15100 - Presser, Machine, Drycleaning	8 .71
15130 - Presser, Machine, Shirts	8 .71
15160 - Presser, Machine, Wearing Apparel, Laundry	8 .71

15190 - Sewing Machine Operator	11 .73
15220 - Tailor	12 .43
15250 - Washer, Machine	9 .31

19000 - Machine Tool Operation and Repair Occupations

19010 - Machine-Tool Operator (Toolroom)	18 .95
19040 - Tool and Die Maker	23 .05

21000 - Material Handling and Packing Occupations

21010 - Fuel Distribution System Operator	19 .38
21020 - Material Coordinator	19 .05
21030 - Material Expediter	19 .05
21040 - Material Handling Laborer	11 .50
21050 - Order Filler	13 .21
21071 - Forklift Operator	16 .04
21080 - Production Line Worker (Food Processing)	15 .93
21100 - Shipping/Receiving Clerk	13 .15
21130 - Shipping Packer	13 .15
21140 - Store Worker I	9 .06
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	13 .05
21210 - Tools and Parts Attendant	16 .99
21400 - Warehouse Specialist	16 .04

23000 - Mechanics and Maintenance and Repair Occupations

23010 - Aircraft Mechanic	22 .24
23040 - Aircraft Mechanic Helper	14 .71
23050 - Aircraft Quality Control Inspector	23 .43
23060 - Aircraft Servicer	17 .82
23070 - Aircraft Worker	18 .09
23100 - Appliance Mechanic	18 .95
23120 - Bicycle Repairer	14 .43
23125 - Cable Splicer	24 .68
23130 - Carpenter, Maintenance	18 .95
23140 - Carpet Layer	17 .80
23160 - Electrician, Maintenance	22 .59
23181 - Electronics Technician, Maintenance I	19 .42
23182 - Electronics Technician, Maintenance II	21 .92
23183 - Electronics Technician, Maintenance III	23 .87

23260 - Fabric Worker	16 .61
23290 - Fire Alarm System Mechanic	19 .98
23310 - Fire Extinguisher Repairer	15 .69
23340 - Fuel Distribution System Mechanic	21 .05
23370 - General Maintenance Worker	17 .28
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20 .87
23430 - Heavy Equipment Mechanic	19 .98
23440 - Heavy Equipment Operator	20 .76
23460 - Instrument Mechanic	19 .98
23470 - Laborer	14 .27
23500 - Locksmith	18 .95
23530 - Machinery Maintenance Mechanic	20 .51
23550 - Machinist, Maintenance	21 .52
23580 - Maintenance Trades Helper	14 .54
23640 - Millwright	21 .85
23700 - Office Appliance Repairer	18 .95
23740 - Painter, Aircraft	21 .29
23760 - Painter, Maintenance	18 .95
23790 - Pipefitter, Maintenance	22 .76
23800 - Plumber, Maintenance	20 .99
23820 - Pneudraulic Systems Mechanic	19 .98
23850 - Rigger	19 .98
23870 - Scale Mechanic	17 .88
23890 - Sheet-Metal Worker, Maintenance	19 .98
23910 - Small Engine Mechanic	20 .05
23930 - Telecommunication Mechanic I	22 .21
23931 - Telecommunication Mechanic II	23 .41
23950 - Telephone Lineman	22 .21
23960 - Welder, Combination, Maintenance	19 .98
23965 - Well Driller	19 .98
23970 - Woodcraft Worker	19 .98
23980 - Woodworker	15 .32

24000 - Personal Needs Occupations

24570 - Child Care Attendant	11 .58
24580 - Child Care Center Clerk	16 .15
24600 - Chore Aid	9 .29

24630 - Homemaker	16 .75
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25000 - Plant and System Operation Occupations

25010 - Boiler Tender	22 .57
25040 - Sewage Plant Operator	19 .52
25070 - Stationary Engineer	22 .57
25190 - Ventilation Equipment Tender	15 .24
25210 - Water Treatment Plant Operator	19 .72

27000 - Protective Service Occupations

(not set) - Police Officer	23 .19
27004 - Alarm Monitor	16 .79
27006 - Corrections Officer	18 .10
27010 - Court Security Officer	20 .72
27040 - Detention Officer	18 .29
27070 - Firefighter	20 .97
27101 - Guard I	11 .51
27102 - Guard II	15 .16

28000 - Stevedoring/Longshoremen Occupations

28010 - Blocker and Bracer	19 .89
28020 - Hatch Tender	19 .89
28030 - Line Handler	19 .89
28040 - Stevedore I	18 .71
28050 - Stevedore II	21 .11

29000 - Technical Occupations

21150 - Graphic Artist	22 .81
29010 - Air Traffic Control Specialist, Center (2)	32 .70
29011 - Air Traffic Control Specialist, Station (2)	22 .54
29012 - Air Traffic Control Specialist, Terminal (2)	24 .82
29023 - Archeological Technician I	15 .78
29024 - Archeological Technician II	17 .58
29025 - Archeological Technician III	21 .94
29030 - Cartographic Technician	23 .33
29035 - Computer Based Training (CBT) Specialist/ Instructor	31 .26
29040 - Civil Engineering Technician	22 .19
29061 - Drafter I	14 .31

29062 - Drafter II	16 .57
29063 - Drafter III	18 .53
29064 - Drafter IV	23 .33
29081 - Engineering Technician I	17 .67
29082 - Engineering Technician II	19 .84
29083 - Engineering Technician III	22 .54
29084 - Engineering Technician IV	27 .49
29085 - Engineering Technician V	33 .62
29086 - Engineering Technician VI	40 .67
29090 - Environmental Technician	21 .22
29100 - Flight Simulator/Instructor (Pilot)	36 .95
29160 - Instructor	26 .54
29210 - Laboratory Technician	18 .56
29240 - Mathematical Technician	23 .70
29361 - Paralegal/Legal Assistant I	20 .03
29362 - Paralegal/Legal Assistant II	24 .82
29363 - Paralegal/Legal Assistant III	30 .35
29364 - Paralegal/Legal Assistant IV	36 .73
29390 - Photooptics Technician	23 .33
29480 - Technical Writer	28 .55
29491 - Unexploded Ordnance (UXO) Technician I	20 .78
29492 - Unexploded Ordnance (UXO) Technician II	25 .14
29493 - Unexploded Ordnance (UXO) Technician III	30 .13
29494 - Unexploded (UXO) Safety Escort	20 .78
29495 - Unexploded (UXO) Sweep Personnel	20 .78
29620 - Weather Observer, Senior (3)	21 .32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18 .30
29622 - Weather Observer, Upper Air (3)	18 .30

31000 - Transportation/ Mobile Equipment Operation Occupations

31030 - Bus Driver	15 .95
31260 - Parking and Lot Attendant	8 .62
31290 - Shuttle Bus Driver	13 .45
31300 - Taxi Driver	12 .71
31361 - Truckdriver, Light Truck	13 .89
31362 - Truckdriver, Medium Truck	17 .09

31363 - Truckdriver, Heavy Truck	18 .40
31364 - Truckdriver, Tractor-Trailer	18 .40

99000 - Miscellaneous Occupations

99020 - Animal Caretaker	10 .47
99030 - Cashier	9 .82
99041 - Carnival Equipment Operator	12 .35
99042 - Carnival Equipment Repairer	13 .30
99043 - Carnival Worker	8 .31
99050 - Desk Clerk	9 .78
99095 - Embalmer	19 .79
99300 - Lifeguard	10 .92
99310 - Mortician	24 .77
99350 - Park Attendant (Aide)	13 .71
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11 .12
99500 - Recreation Specialist	16 .99
99510 - Recycling Worker	15 .47
99610 - Sales Clerk	11 .08
99620 - School Crossing Guard (Crosswalk Attendant)	11 .37
99630 - Sport Official	11 .24
99658 - Survey Party Chief (Chief of Party)	18 .39
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17 .48
99660 - Surveying Aide	11 .43
99690 - Swimming Pool Operator	13 .93
99720 - Vending Machine Attendant	10 .73
99730 - Vending Machine Repairer	13 .93
99740 - Vending Machine Repairer Helper	11 .34

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas

Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning,

daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the

Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**SECTION K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS**

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SECTION K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS

FAR 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that -

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to -

(I) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and --

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory -

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(I) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or per position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.
(End of provision)

FAR 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701©) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(a) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701©)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

_____ TIN: _____.

_____ TIN has been applied for.

_____ TIN is not required because:

_____ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

_____ Offeror is an agency or instrumentality of a foreign government;

_____ Offeror is an agency or instrumentality of a Federal government;

(e) *Type of organization.*

_____ Sole proprietorship;

_____ Partnership;

_____ Corporate entity (not tax-exempt);

_____ Corporate entity (tax-exempt);

- _____ Government entity (Federal, State, or local);
- _____ Foreign government
- _____ International organization per 26 CFR 1.6049-4;
- _____ Other _____

(f) *Common Parent.*

_____ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

_____ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

AOC52.204-2 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 2004)

(a) The offeror shall enter, in the space provided below, the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the offeror does not have a DUNS number, it should contract Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name,
- (2) Company address;
- (3) Company telephone number;
- (4) Line of business;
- (5) Chief executive officer/key manager;
- (6) Date the company was started;
- (7) Number of people employed by the company; and
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at

<http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(d) Enter DUNS number:_____.

(End of provision)

AOC52.204-3 REPRESENTATIONS AND CERTIFICATIONS (NOV 2004)

The offeror shall properly execute and submit with its offer the Representations and Certifications contained herein. Insert information in spaces provided as applicable.

(End of provision)

FAR 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(I) The offeror and/or any of its Principals –

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principals,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plan manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(c) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(d) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(e) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(f) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

AOC52.215-8 AUTHORIZED NEGOTIATORS (JUN 2004)

The offeror represents that following persons are authorized to negotiate on its behalf with the Government in connection with this Request for Proposal:

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

<u>Name</u>	<u>Title</u>
<u>Telephone:</u>	<u>E-Mail:</u>

(End of provision)

END OF SECTION K

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 SOLICITATION DEFINITIONS (AOC) (NOV 1999)

- .1** “Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.
- .2** “Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.
- .3** “Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

L.2 SITE VISIT (AOC) (JUN 2003)

- .1** Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.
- .2** In this regard, a pre-proposal conference, including walk-through inspections, is scheduled for 9:30 a.m. local time on Wednesday, October 26, 2005 in the Ford House Office Building, 2nd and “D” Streets, S.W., Room H2-108, Washington, D.C. 20515. Contact Ms. Shola Matthews-Aroloye, Contract Specialist, at (202) 226-0641 if further information is required.
- .3** The Architect will conduct one field inspection of the work immediately following the pre-proposal meeting. Those intending to participate shall meet at the address above. Information concerning the meeting may be obtained by telephoning Shola Matthews-Aroloye, Contract Specialist at (202) 226-0641.
- .5** Offerors are cautioned that notwithstanding any remarks or clarifications given at any site visit, the pre-proposal conference or field inspection, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

L.3 GENERAL INFORMATION (AOC) (MAY 2003)

- .1** Offerors are expected to examine the entire solicitation and all instructions. Failure to do so will be at the offeror’s risk. Each offeror shall furnish the information required by the solicitation. The offeror will be held responsible for full knowledge of all information contained therein.

.2 Offerors, including subcontractors if permitted under this solicitation, shall be individuals, partnerships, or corporations who are regularly engaged in the business covered by these specifications and who have established a satisfactory record in the past for performance of contracts of similar character and extent, and who maintain a regular force of workmen skilled in the performance of the work the offeror undertakes to perform upon submission of his proposal. Offerors shall be qualified, competent and amply able to finance and perform the work in a proper and satisfactory manner.

L.4 INTERPRETATIONS (AOC) (SEP 1999)

.1 Prospective offerors shall request the Contracting Officer, in writing, via FAX or e-mail to smatthew@aoc.gov for an interpretation or correction of any ambiguity, inconsistency, or error in the contract documents which they may discover or which should have been discovered by a reasonably prudent offeror. Such requests or objections to materials or methods of construction shown or specified shall be directed to the attention of: **Shola Matthews-Aroloye, Contract Specialist**, Procurement Division at least **five (5) calendar days prior to the date specified for receipt of proposals**. Written requests shall be transmitted via e-mail to smatthew@aoc.gov or via facsimile to (202) 225-3221. Any interpretations or corrections, as well as any additional modifications the Contracting Officer may desire to include, will be in the form of amendments, in writing, which will be sent on the same date to all offerors and shall become a part of the contract. The Contracting Officer reserves the right to answer only such questions as have, in his opinion, a definite bearing upon the proposals to be submitted. Offerors shall acknowledge in Block 12 of the form entitled, "SOLICITATION, OFFER, AND AWARD," the receipt of all amendments. Requests for oral interpretations or any other interpretations not made by amendments will not be accepted, and any information that may possibly be gained by offerors in that manner is gratuitous and not binding.

L.5 PREPARATION OF OFFERS (DEC 2002)

.1 Offerors are expected to examine the drawings, if any, specifications, Schedule, and all instructions. Failure to do so will be at the Offerors risk.

.2 Each offeror shall furnish the information required by the solicitation. The offerors shall sign the offer on Page 1 (SOLICITATION, OFFER AND AWARD) in block 15 and return this solicitation package in its entirety. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

.3 For each item offered, offers shall (1) show the unit price, if required, including, unless otherwise specified, packaging, packing, and preservation and (2) enter the extended price for the quantity of each item offer in the "Amount" column of the Schedule. In case of discrepancy between a unit price and an extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

.4 Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

L.6 INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL

(a) A firm fixed-price shall be entered by each offeror on the Schedule page for each line item (line item pricing, options and unit prices) which shall represent the cost for performing the work required by this Request for Proposal. The Architect reserves the right to request from each offeror information regarding the breakdown of all costs that are included in the lump sum price (Line Item Nos. 1 through 4, inclusive), to include copies of all work sheets used in forming the proposed pricing. Erasures or other changes on any or all submissions shall be initialed by the signer of the proposal or by his duly authorized agent.

(b) In addition, the Representations and Certifications, with applicable information included in the spaces provided shall be included as a part of the Price Proposal.

©) The Price Proposal will be submitted with the required documents in the following order:

- (1) The "SOLICITATION, OFFER, AND AWARD" FORM (original signature required in Block 15);
- (2) Section B - The "SCHEDULE" pages; and
- (3) Section K - The "REPRESENTATIONS AND CERTIFICATIONS".

(d) The offeror shall identify in the proposal any Government Furnished Property (i.e. Information Technology equipment) that will be required during the contract period or if access is required to the AOC network during this period.

L.7 INSTRUCTION FOR PREPARING THE TECHNICAL PROPOSAL

.1 The Technical Proposal shall be organized in accordance with the following format to facilitate review by the Contracting Officer; and shall provide complete and thoroughly detailed information responsive to the following requirements:

.1 Technical Approach -

.1 Provide detailed plans for scheduling and carrying out all phases of the work required by the RFP. To include the following:

.1 Provide the name, address and telephone number of the offeror's place of business or storage facility/yard located within a fifty (50) mile radius from the United States Capitol. Upon notification each offeror shall make available for inspection by the Contracting Officer all refuse compaction and/or storage equipment proposed to be supplied by the bidder, as identified in the article entitled "CONTAINER/COMPACTOR REQUIREMENTS AND LOCATIONS" in Section C.

.2 Provide a listing of the personnel and equipment it will furnish and use to successfully perform this work. At a minimum the list shall contain the number of

proposed personnel; and the specific type of equipment, to include quantities, make, models, capability and age. Show quantities of equipment on-hand separately from quantities to be acquired. The offeror shall also include a viable plan of action to replace/repair broken-down equipment, without hindering contract performance.

.3 Provide a schedule showing the locations in the order in which pickups will occur to include frequencies (times and days of the week) in which the Contractor proposes to perform the work at each location.

.4 Since it is the Government's interest to minimize waste going to landfills, provide details of your proposed plan to successfully accomplish this (e.g, recycling, incinerating, etc.), to include the sorting process and all disposal arrangements. List special issues which the Government will need to be aware of and how you propose the Government should handle these issues. Provide an estimate on the percentage of garbage and refuse which you propose can be recycled, incinerated, etc.

.2 Corporate Experience and Past Performance/Subcontractor Experience and Past Performance.

.1 Corporate Experience and Past Performance

Provide a listing of past projects of similar scope, size and complexity which involved garbage and refuse collection and disposal services performed by your firm during the last three years. More weight will be given to those projects in which you successfully implemented a plan that has reduced waste going to landfills. For each project listed, provide the following:

From/To (Dates- Month & Year):

Project Description (type of facility, square footage, complexity of cleaning to include description of services included in the contract):

Client Agency:

Technical Point of Contact:

Current Phone No. For Point of Contact:

Dollar Value of Contract:

Relevance of Experience to This Project:

Subcontractor Experience

- .2 Provide a listing of past projects of similar scope, size and complexity which involved garbage and refuse collection and disposal services performed by your proposed subcontractor(s) during the last three years. More weight will be given to those projects in which the proposed subcontractor(s) successfully implemented a plan that has reduced waste going to landfills. For each project listed, provide the following:

From/To (Dates- Month & Year):

Project Description (type of facility, square footage, complexity of cleaning to include description of services included in the contract):

Client Agency:

Technical Point of Contact:

Current Phone No. For Point of Contact:

Dollar Value of Contract:

Relevance of Experience to This Project:

- .3 Quality Control Procedures. Provide details of the methods and techniques your firm will use for the detection and correction of deficiencies and the proposed methodology, frequency, thoroughness and means of documentation under your Quality Control Program.

L.8 AMENDMENTS TO SOLICITATION (AOC) (JUN 2003)

- .1 If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- .2 Offerors shall acknowledge receipt of any amendment to this solicitation by:
- .1 signing and returning the amendment,
 - .2 identifying the amendment number and date in the space provided for this purpose on the form for submitting a offer,
 - .3 letter or telegram, or
 - .4 facsimile, if facsimile offers are authorized in the solicitation.
- The Government must receive the acknowledgment by the time and at the place specified for receipt of offers.

1.9 FAILURE TO SUBMIT OFFER

.1 Recipients of this solicitation not responding with a offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter, postcard, or established electronic commerce methods, whether they want to receive future solicitations for similar requirements. If a recipient does not submit a offer and does not notify the issuing office that future solicitations are desired, the recipient's name **will** be removed from the applicable mailing list.

L.10 SUBMISSION OF OFFERS (AOC) (JUN 2003)

.1 Offers and offer modifications shall be enclosed, in the quantities specified elsewhere in this solicitation, in sealed envelopes addressed to: Architect of the Capitol, Procurement Division, Ford House Office Building, Attn: Shola Matthews-Aroloye, Room H2-263Bid Room, Second and "D" Streets, S.W., Washington, DC with offeror's name and address in the upper left hand corner. Complete and attach the label, OF-17 Notice To Offeror, on the outside of the envelope/package. **Offers and modifications must be sent via Federal Express (FEDEX) or United Parcel Service (UPS). Hand-carried offers and modifications will be rejected.**

.2 To assist in tracking of offers, offerors are requested to fax a copy of their signed "Solicitation, Offer and Award" form as well as a copy of their FEDEX or UPS receipt to Shola Matthews-Aroloye (202) 225-3221 at the time of the issuance of their proposal.

L.11 SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS (AOC) (JUL 2003)

.1 Offerors are responsible for submitting proposals and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m. local time, for the designated Government office on the date that the proposal or revision is due.

.2 Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would no unduly delay the acquisition, and-

.1 If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

.2 There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or

.3 It is the only proposal received.

.3 However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

.4 Acceptable evidence to establish the date of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

.5 If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

.6 Proposals may be withdrawn by written notice received at any time before award. Proposals may be withdrawn in person by an offeror or an authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

L.12 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)

The Government contemplates an award of a firm-fixed-price contract resulting from this solicitation.

END OF SECTION L

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M

EVALUATION FACTORS FOR AWARD

M.1 PROPOSAL EVALUATION CRITERIA (AOC) (JUN 2003)

.1 The evaluation criteria to be used by the Contract Officer for the selection of a contractor to perform the work specified are defined below. The criteria are divided into technical and price categories which consist of subsections corresponding to those in the article entitled “INSTRUCTIONS FOR PREPARING THE TECHNICAL PROPOSAL” and the article entitled “INSTRUCTIONS FOR PREPARING THE PRICE PROPOSAL” in Section L. The technical criteria are considered by the Architect to be generally more important than price criteria. However, as the difference in technical merit between the proposals becomes less significant, the relative importance of the price will increase. As part of its’ overall evaluation of the offeror’s experience, the Government will assess the offeror’s ability to complete projects on time and within budget.

.2 TECHNICAL CRITERIA. Each offeror’s proposal will be evaluated in accordance with the technical criteria listed below to determine whether it is responsive to the requirements of the RFP and are therefore acceptable. Technical criteria are listed below in descending order of importance:

.1 Corporate Experience. The offeror’s and its proposed subcontractor’s experience will be evaluated to determine the extent of its experience relevant to this requirement during the last five (5) years. Higher scores will be given to offerors whose experience is most extensive in the areas of conservation and restoration of furniture and whose proposed materials and methods were proven to be effective and safe for use in furniture conservation on at least three past projects similar to this project.

.2 Personnel Qualifications. The Government will evaluate the number of years, extent, and degree of formal education, training and relevant experience of individuals designated by the offeror as Key Personnel and other staff members the offeror proposes to assign to the contract. The resumes of personnel proposed by offerors will be evaluated to determine the level of their qualifications to perform the duties required by this solicitation. The resumes will also be evaluated to determine: (1) how they meet the minimum requirements identified in Section L.12.1.2, and (2) the extent of successful participation in at least five (5) similar projects, taking into consideration degree of client satisfaction for each project. Higher scores will be assigned to those offeror's whose proposed personnel have education, training and skills that exceed the minimum requirements identified in Section L.12.1.2.

.2 Technical Approach. The offeror’s technical approach will be evaluated to determine if the proposed plans, methods, and procedures to be used in the conservation and restoration of the frames are efficient and effective, comply with Statement of Work and other solicitation requirements and will ensure the successful completion of the work, within budget and in accordance with the contract delivery schedule.

.3 Past Performance. The offeror’s past performance will be evaluated to determine the extent of successful completion of similar projects within the past six (6) years, taking into consideration

timeliness and degree of client satisfaction for each project. Higher scores will be given to offerors whose past performance has exhibited the most success on projects in historic, monumental buildings that were occupied and had performance requirements that were significantly similar to those required by this solicitation.

.3 PRICE CRITERIA. Price will be evaluated to determine whether it is reasonable and its position in the range of all prices.

M.2 CONTRACT AWARD (AOC) (JUN 2003)

.1 The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, cost or price and other factors, specified elsewhere in this solicitation, considered.

.2 The Government may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.

.3 The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications). Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint. The Government reserves the right to conduct discussions.

.4 The Government may accept any item or combination of items, unless doing so is precluded by a restrictive limitation in the solicitation or the offer.

.5 A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer as provided in Paragraph .4 of this article), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the Government.

.6 Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.

.7 The Government may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

M.3 EVALUATION OF OPTIONS(S)

.1 Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Contracting Officer will evaluate proposals for purposes of award of contract by adding the total

of extended unit prices offered for the Base Period to the total of extended unit prices offered for the Option Year(s). The resultant sum is designated, and will be referred to as, the Total Price.

.2 Evaluation of Option(s) will not obligate the Government to exercise the Option(s).

.3 The Government may reject a bid as nonresponsive if it is materially unbalanced as to prices for the Base Period and the Option(s) quantities. A offer is unbalanced when it is based on prices significantly less than cost for some work, and prices which are significantly overstated for other work.

END OF SECTION M